| AMEI                     | NDMENT OF SOLICITATION/MO   | DIFICATION OF CON                       | ITRACT                   | 1. CONTR          | ACT ID CODE                     | PAGE OF PA                  | GES                 |
|--------------------------|---|---|--------------------------|-------------------|---------------------------------|-----------------------------|---------------------|
|                          | MENT/MODIFICATION NO.<br>-11043/0001  |   | SITION/PURC<br>-04-11043 | HASE REQ. NO.     |                                 | T NO. (If applicable)       |                     |
| 6. ISSUED BY             | CODE  |   | 7. ADMIN                 | ISTERED BY        | (If other than item 6) COD      | E                           |                     |
| Environme                | ental Protection Agency   |   |                          |                   |                                 |                             |                     |
| Bid and Pi               | roposal Room, Ariel Rios Build  | ing (3802R)                             |                          |                   |                                 |                             |                     |
| 1200 Penn                | nsylvania Avenue, N.W.  |   |                          |                   |                                 |                             |                     |
| Washingto                | on, DC 20460  |   |                          |                   |                                 |                             |                     |
| 8. NAME AND              | ADDRESS OF CONTRACTOR (No., street, county, S   | tate and ZIP Code)                      | •                        | (√)               | 9A. AMENDMENT OF S              | OLICITATION N               | 0.                  |
|                          |   |   |                          | ( )               | PR-HQ-04-1104                   | 3                           |                     |
|                          |   |   |                          | /                 | 9B. DATED (SEE ITEM 07/02/04    | 111)                        |                     |
|                          |   |   |                          | -                 | 10A. MODIFICATION<br>NO.        | OF CONTRACT                 | /ORDER              |
| CODE                     | FACILITY  | ODF                                     |                          | _                 | 10B. DATED (SEE ITEM            | 1 13)                       |                     |
| <u> </u>                 |   | S ITEM ONLY APPLIES TO                  | AMENDMENTS               | OF SOLICI         | TATIONS                         |                             |                     |
| [X] The abo              | ove numbered solicitation is amended as set for   | th in Item 14. The hour and date        | specified for recei      | pt of Offers D    | X ] is extended, [ ] is r       | not extended.               |                     |
|                          | knowledge receipt of this amendment prior to th   |   |                          |                   |                                 |                             |                     |
|                          |   | es of the amendment; (b) By ack         |                          |                   | -                               |                             |                     |
| submitted; or (d         | c) By separate letter or telegram which includes  | a reference to the solicitation an      | d amendment nun          | nbers. FAILUF     | RE OF YOUR ACKNOWLE             |                             |                     |
| IN REJECTION             | ECEIVED AT THE PLACE DESIGNATED FOR TH<br>OF YOUR OFFER. If by virtue of this amendme<br>each telegram or letter makes reference to the | nt you desire to change an offer        | already submitted,       | , such change     | e may be made by telegra        |                             |                     |
| 12. ACCOUNTII            | NG AND APPROPRIATION DATA (If required)   |   |                          |                   |                                 |                             |                     |
|                          |   | M APPLIES ONLY TO MOD                   |                          |                   | ,                               |                             |                     |
| (√) A.                   | THIS CHANGE ORDER IS ISSUED PURSUANT<br>TRACT ORDER NO. IN ITEM 10A   | TO: (Specify authority) THE CHAN        | GES SET FORTH I          | N ITEM 14 AF      | RE MADE IN THE CON-             |                             |                     |
| В.                       | THE ABOVE NUMBERED CONTRACT/ORDER appropriation date, etc.) SET FORTH IN ITEM 14, P   |   |                          |                   | such as changes in paying offic | e,                          |                     |
| c.                       | THIS SUPPLEMENTAL AGREEMENT IS ENTE   | RED INTO PURSUANT TO AUTH               | ORITY OF:                |                   |                                 |                             |                     |
| D.                       | OTHER (Specify type of modification and authority)  |   |                          |                   |                                 |                             |                     |
| E. IMPORTAN              | T: Contractor [] is not, [] is required to  | sign this document and return           | copies to t              | the issuing of    | fice.                           |                             |                     |
| 14. DESCRIPTI            | ON OF AMENDMENT/MODIFICATION (Organized I   | y UCF section headings, including solic | itation/contract subject | t matter where fe | easible.)                       |                             |                     |
| TUIC AME                 | NOMENT EVTENDS THE DATE   |   | ODOCALCT                 | 0/42/0            | 4 THIS DED DE                   | OUEST O                     | MI V                |
|                          | NDMENT EXTENDS THE DATE SES TO SMALL BUSINESS SET-  |   |                          |                   |                                 |                             |                     |
|                          |   |   |                          |                   |                                 |                             |                     |
|                          | HIS SOLICITATION IS UNDETER   | MINED AT THIS TIME                      | E AND WILL               | RE ADD            | RESSED BY AN                    | AMENDM                      | ENI WHEN            |
| SIZE DE II               | ERMINATION IS COMPLETED.  |   |                          |                   |                                 |                             |                     |
|                          |   |   |                          |                   |                                 |                             |                     |
|                          | vided herein, all terms and conditions of the do  | cument referenced in Item 9A or         | 10A, as heretofore       | e changed, re     | mains unchanged and in          | full force                  |                     |
| and effect.  15A. NAME A | AND TITLE OF SIGNER (Type or print)   |   | 16A. NA                  | ME AND TITL       | E OF CONTRACTING OF             | FICER (Type or n            | rint)               |
|                          |   |   |                          | A. HOS            |                                 | (1)                         | •                   |
| 15B. CONTR               | ACTOR/OFFEROR   | 15C DATE SIGN                           | i i                      |                   | OF AMERICA                      | I.                          | 16C. DATE SIGNED    |
| .JD. JONIK               |   | 100 DAIL SIGN                           | 100. UNI                 | SIAIES            | AMENIVA                         |                             | DAIL SIGNED         |
| 1010                     | gnature of person authorized to sign)   |   |                          | (Signature of t   | Contracting Officer)            | -                           |                     |
| NSN 7540-01-1            |   | <u> </u>                                | 30-105                   | ,0.g.,2(a) e 01 ( |                                 | STANDARD F                  | FORM 30 (REV 10-83) |
|                          | TION UNUSABLE   |   |                          |                   |                                 | Prescribed b<br>FAR (48 CFR | y GSA `             |

# AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "FIXED RATES FOR SERVICES (MAR 2004)" has been modified. The text is as follows:

The following fixed rates shall apply for payment purposes for the duration of the  ${\tt contract:}$ 

# BASE PERIOD

| BASE PERIC        | טנ                         |                                       |                              |                         |       |
|-------------------|----------------------------|---------------------------------------|------------------------------|-------------------------|-------|
| Personnel<br>CLIN | RCMS<br># Item Description |                                       | Estimated Quantity Man/Hours | Fixed<br>Hourly<br>Rate | Total |
| 0001A             | 1-05-01                    | Dognanga Managan                      |                              |                         |       |
| UUUIA             | 1-03-01                    | Response Manager - Straight Time      | 15,000                       |                         |       |
| 0001B             | 1-05-01                    | Response Manager                      |                              |                         |       |
| 0002A             | 1-10-01                    | - Over Time<br>Foreman                | 1,180_                       | - <del></del>           |       |
| 0002B             | 1-10-01                    | - Straight Time<br>Foreman            | 20,000_                      |                         |       |
|                   |                            | - Over Time                           | 2,360_                       |                         |       |
| 0003A             | 2-05-01                    | Equipment Operator - Straight Time    | 15,000_                      |                         |       |
| 0003B             | 2-05-01                    | Equipment Operator                    |                              |                         |       |
| 0004A             | 2-10-01                    | - Over Time<br>Field Clerk/Typist     | 3,540_                       |                         |       |
| 0004B             | 2-10-01                    | - Straight Time<br>Field Clerk/Typist | 20,000_                      |                         |       |
| 00046             |                            | - Over Time                           | 5,900_                       |                         |       |
| 0005A             | 2-03-01                    | Cleanup Technician - Straight Time    | 100,000                      |                         |       |
| 0005B             | 2-03-01                    | Cleanup Technician                    |                              |                         |       |
| 0006A             | 2-20-01                    | - Over Time<br>Truck Driver           | 25,000_                      |                         |       |
| 0006B             | 2-20-01                    | - Straight Time<br>Truck Driver       | 500_                         |                         |       |
|                   |                            | - Over Time                           | 250_                         |                         |       |
| 0007A             | 3-07-01                    | Chemical Technician - Straight Time   | 3,540                        |                         |       |
| 0007B             | 3-07-01                    | Chemical Technician - Over Time       |                              |                         |       |
| 0008A             | 4-05-01                    | Chemist/Organic                       | 700_                         |                         |       |
| 0008B             | 4-05-01                    | - Straight Time<br>Chemist/Organic    | 1,780_                       |                         |       |
|                   |                            | - Over Time                           | 500_                         |                         |       |
| 0009A             | 4-10-01                    | Engineer/Chemical - Straight Time     | 1,180                        |                         |       |
| 0009B             | 4-10-01                    | Engineer/Chemical - Over Time         | 500                          |                         |       |
| 0010A             | 4-15-01                    | Engineer/Civil                        | 500_                         |                         |       |

|       |         | - Straight Time            | 1,180 |      |
|-------|---------|----------------------------|-------|------|
| 0010B | 4-15-01 | Engineer/Civil             |       |      |
|       |         | - Over Time                | 500   |      |
| 0011A | 4-30-01 | Industrial Hygenist/Safety |       |      |
|       |         | - Straight Time            | 4,720 |      |
| 0011B | 4-30-01 | Industrial Hygenist/Safety |       |      |
|       |         | - Over Time                | 500   |      |
| 0012A | 5-20-01 | T&D Coordinator            |       |      |
|       |         | - Straight Time            | 2,500 |      |
| 0012B | 5-20-01 | T&D Coordinator            |       |      |
|       |         | - Over Time                | 200_  | <br> |
|       |         |                            |       |      |

| Equipment<br>CLIN |          |  | Estimated<br>Quantity<br>Days | Fixed<br>Daily<br>Rate | Total |
|-------------------|----------|--|-------------------------------|------------------------|-------|
| 0013              | 1-09-10  | Car-Passenger                              | 8,500                         | \$                     | \$    |
| 0014              | 1-36-10  | Truck-Pickup-2WD                           | 3,500                         | \$                     | \$    |
| 0015              | 1-36-20  | Truck-Pickup-4WD                           | 1,000                         | \$                     | \$    |
| 0016              | 1-54-30  | Van-Passenger                              | 1,500                         | \$                     | \$    |
| 0017              | 2-10-10  | Trailer-Cargo-8 Ft                         | 200                           | \$                     | \$    |
| 0018              | 2-60-10  | Trailer-Emergency Response                 | 200                           | \$                     | \$    |
| 0019              | 3-01-10  | Backhoe-4x4, w/Extend-a-Hoe                | 300                           | \$                     | \$    |
| 0020              | 3-20-25  | Truck-Stakebed, 2 Ton                      | 250                           | \$                     | \$    |
| 0021              | 3-95-10  | Uniloader w/bucket                         | 200                           | \$                     | \$    |
| 0022              | 4-01-20  | Safety/Monitor-Hnu (PID)                   | 250                           | \$                     | \$    |
| 0023              | 4-01-25  | Safety/Monitor - OVA (FID)                 | 150                           | \$                     | \$    |
| 0024              | 5-01-30  | Safety/Monitor-Combination PID/I           | FID 90                        | \$                     | \$    |
| 0025              | 5-01-40  | Gamma Radiation Meter                      | 150                           | \$                     | \$    |
| 0026              | 5-01-45  | Multi Gas Survey Meter                     | 150                           | \$                     | \$    |
| 0027              | 6-15-10  | Radio - Hand Held                          | 4,500                         | \$                     | \$    |
| 0028              | 6-15-20  | Cell Phone                                 | 2,500                         | \$                     | \$    |
| 0029              | 7-25-20  | Computer-Portable-PC                       | 5,000                         | \$                     | \$    |
| 0030              | 7-25-30  | Computer-Printer                           | 5,000                         | \$                     | \$    |
| 0031              | 7-25-40  | Copier                                     | 5,000                         | \$                     | \$    |
| 0032              | 7-25-50  | Facsimile Machine                          | 5,000                         | \$                     | \$    |
| 0033              | 8-51-05  | Generator - 5 KW                           | 750                           | \$                     | \$    |
| 0034              | 8-51-10  | Generator - 10 KW                          | 375                           | \$                     | \$    |
| 0035              | 9-53-30  | Water Laser-Medium Pressure (2500-5000psi) | 100                           | \$                     | \$    |
| 0036              | 10-25-10 | Pump-Submersible-1.5 in.                   | 75                            | \$                     | \$    |
| 0037              | 10-35-30 | Pump-Trash-2 in.                           | 75                            | \$                     | \$    |
| 0038              | Other Di | rect Costs                                 |                               | \$                     | \$    |
| 0039              | Material | Handling Charge                            |                               | \$                     | \$    |

| BASE | PERIOD | TOTAL | \$ |
|------|--------|-------|----|

OPTION PERIOD I

Estimated Fixed

| Personnel RCMS CLIN # |         | Item Description                       | Quantity<br>Man/Hours | Hourly<br>Rate | Total       |
|-----------------------|---------|--|-----------------------|----------------|-------------|
| 0.001.7               | 1 05 01 | D                                      |                       |                |             |
| 0001A                 | 1-05-01 | Response Manager - Straight Time       | 15,000                |                |             |
| 0001B                 | 1-05-01 | <del>-</del>                           | 10/000_               |                |             |
|                       |         | - Over Time                            | 1,180_                |                | <del></del> |
| 0002A                 | 1-10-01 | Foreman                                | 00.000                |                |             |
| 0002B                 | 1-10-01 | - Straight Time<br>Foreman             | 20,000_               |                |             |
| 00025                 | 1 10 01 | - Over Time                            | 2,360                 |                |             |
| 0003A                 | 2-05-01 | Equipment Operator                     | ,                     |                |             |
|                       |         | - Straight Time                        | 15,000_               |                |             |
| 0003B                 | 2-05-01 | Equipment Operator                     | 2 540                 |                |             |
| 0004A                 | 2-10-01 | - Over Time<br>Field Clerk/Typist      | 3,540_                |                |             |
| APOUU                 | 2-10-01 | - Straight Time                        | 20,000                |                |             |
| 0004B                 | 2-10-01 | Field Clerk/Typist                     | 20,000_               |                |             |
|                       |         | - Over Time                            | 5,900_                |                |             |
| 0005A                 | 2-03-01 | Cleanup Technician                     |                       |                |             |
| 0005B                 | 0 00 01 | - Straight Time                        | _100,000_             |                |             |
| 0005B                 | 2-03-01 | Cleanup Technician - Over Time         | 25,000                |                |             |
| 0006A                 | 2-20-01 | Truck Driver                           | 23,000_               |                |             |
|                       |         | - Straight Time                        | 500                   |                |             |
| 0006B                 | 2-20-01 | Truck Driver                           |                       |                |             |
| 00077                 | 0 07 01 | - Over Time                            | 250_                  |                |             |
| 0007A                 | 3-07-01 | Chemical Technician - Straight Time    | 3,540                 |                |             |
| 0007B                 | 3-07-01 | - Straight lime<br>Chemical Technician | 3,540_                |                |             |
| 000.5                 | 0 0, 01 | - Over Time                            | 700                   |                |             |
| A8000                 | 4-05-01 | Chemist/Organic                        |                       |                |             |
|                       |         | - Straight Time                        | 1,780_                |                |             |
| 0008B                 | 4-05-01 | Chemist/Organic                        | F 0 0                 |                |             |
| 0009A                 | 4-10-01 | - Over Time<br>Engineer/Chemical       | 500_                  |                |             |
| 000311                | 1 10 01 | - Straight Time                        | 1,180                 |                |             |
| 0009B                 | 4-10-01 |  | ,                     |                |             |
|                       |         | - Over Time                            | 500_                  |                |             |
| 0010A                 | 4-15-01 | Engineer/Civil                         | 1 100                 |                |             |
| 0010B                 | 4-15-01 | - Straight Time<br>Engineer/Civil      | 1,180_                |                |             |
| 0010B                 | 4 15 01 | - Over Time                            | 500                   |                |             |
| 0011A                 | 4-30-01 | Industrial Hygenist/Safety             |                       |                |             |
|                       |         | - Straight Time                        | 4,720_                |                |             |
| 0011B                 | 4-30-01 | Industrial Hygenist/Safety             |                       |                |             |
| 0012A                 | 5-20-01 | - Over Time<br>T&D Coordinator         | 500_                  |                |             |
| UUIZA                 | 3-20-01 | - Straight Time                        | 2,500                 |                |             |
| 0012B                 | 5-20-01 | T&D Coordinator                        | 2,500_                |                |             |
|                       |         | - Over Time                            | 200_                  |                |             |
|                       |         |  |                       |                |             |

| Equipment<br>CLIN | RCMS<br># | Item Description                           | Estimated<br>Quantity<br>Days | Fixed<br>Daily<br>Rate | Total |
|-------------------|-----------|--|-------------------------------|------------------------|-------|
| 0013              | 1-09-10   | Car-Passenger                              | 8,500                         | \$                     | \$    |
| 0014              | 1-36-10   | Truck-Pickup-2WD                           | 3,500                         | \$                     | \$    |
| 0015              | 1-36-20   | Truck-Pickup-4WD                           | 1,000                         | \$                     | \$    |
| 0016              | 1-54-30   | Van-Passenger                              | 1,500                         | \$                     | \$    |
| 0017              | 2-10-10   | Trailer-Cargo-8 Ft                         | 200                           | \$                     | \$    |
| 0018              | 2-60-10   | Trailer-Emergency Response                 | 200                           | \$                     | \$    |
| 0019              | 3-01-10   | Backhoe-4x4, w/Extend-a-Hoe                | 300                           | \$                     | \$    |
| 0020              | 3-20-25   | Truck-Stakebed, 2 Ton                      | 250                           | \$                     | \$    |
| 0021              | 3-95-10   | Uniloader w/bucket                         | 200                           | \$                     | \$    |
| 0022              | 4-01-20   | Safety/Monitor-Hnu (PID)                   | 250                           | \$                     | \$    |
| 0023              | 4-01-25   | Safety/Monitor - OVA (FID)                 | 150                           | \$                     | \$    |
| 0024              | 5-01-30   | Safety/Monitor-Combination PID             | )/FID 90                      | \$                     | \$    |
| 0025              | 5-01-40   | Gamma Radiation Meter                      | 150                           | \$                     | \$    |
| 0026              | 5-01-45   | Multi Gas Survey Meter                     | 150                           | \$                     | \$    |
| 0027              | 6-15-10   | Radio - Hand Held                          | 4,500                         | \$                     | \$    |
| 0028              | 6-15-20   | Cell Phone                                 | 2,500                         | \$                     | \$    |
| 0029              | 7-25-20   | Computer-Portable-PC                       | 5,000                         | \$                     | \$    |
| 0030              | 7-25-30   | Computer-Printer                           | 5,000                         | \$                     | \$    |
| 0031              | 7-25-40   | <u>1</u>                                   | 5,000                         | \$                     | \$    |
| 0032              | 7-25-50   | Facsimile Machine                          | 5,000                         | \$                     | \$    |
| 0033              | 8-51-05   | Generator - 5 KW                           | 750                           | \$                     | \$    |
| 0034              | 8-51-10   | Generator - 10 KW                          | 375                           | \$                     | \$    |
| 0035              | 9-53-30   | Water Laser-Medium Pressure (2500-5000psi) | 100                           | \$                     | \$    |
| 0036              | 10-25-10  | Pump-Submersible-1.5 in.                   | 75                            | \$                     | \$    |
| 0037              | 10-35-30  | Pump-Trash-2 in.                           | 75                            | \$                     | \$    |
| 0038              | Other Di  | rect Costs                                 |                               | \$                     | \$    |
| 0039              | Material  | Handling Charge                            |                               | \$                     | \$    |

# OPTION PERIOD I TOTAL

# OPTION PERIOD II

| Personnel<br>CLIN | RCMS<br># | Item Description                    | Estimated<br>Quantity<br>Man/Hours | Fixed<br>Hourly<br>Rate | Total       |
|-------------------|-----------|-------------------------------------|------------------------------------|-------------------------|-------------|
|                   |           |                                     |                                    |                         |             |
| 0001A             | 1-05-01   | Response Manager                    | 15,000                             |                         |             |
| 0001B             | 1-05-01   | - Straight Time<br>Response Manager | _ 15,000_                          |                         | <del></del> |
|                   |           | - Over Time                         | 1,180_                             |                         |             |
| 0002A             | 1-10-01   | Foreman                             |                                    |                         |             |
|                   |           | - Straight Time                     | 20,000_                            |                         |             |
| 0002B             | 1-10-01   | Foreman                             |                                    |                         |             |
|                   |           | - Over Time                         | 2,360_                             |                         |             |
| 00025             | 1-10-01   |                                     | 2,360_                             |                         |             |

| 0003A | 2-05-01 | Equipment Operator         |                  |      |
|-------|---------|----------------------------|------------------|------|
|       |         | - Straight Time            | 15,000           |      |
| 0003B | 2-05-01 | Equipment Operator         |                  |      |
|       |         | - Over Time                | 3,540_           | <br> |
| 0004A | 2-10-01 | Field Clerk/Typist         |                  |      |
|       |         | - Straight Time            | 20 <b>,</b> 000_ | <br> |
| 0004B | 2-10-01 | Field Clerk/Typist         |                  |      |
|       |         | - Over Time                | 5 <b>,</b> 900_  | <br> |
| 0005A | 2-03-01 | Cleanup Technician         |                  |      |
|       |         | - Straight Time            | _100,000_        | <br> |
| 0005B | 2-03-01 | Cleanup Technician         |                  |      |
|       |         | - Over Time                | 25 <b>,</b> 000_ | <br> |
| 0006A | 2-20-01 | Truck Driver               |                  |      |
|       |         | - Straight Time            | 500_             | <br> |
| 0006B | 2-20-01 | Truck Driver               |                  |      |
|       |         | - Over Time                | 250_             | <br> |
| 0007A | 3-07-01 | Chemical Technician        |                  |      |
|       |         | - Straight Time            | 3 <b>,</b> 540_  | <br> |
| 0007B | 3-07-01 | Chemical Technician        |                  |      |
|       |         | - Over Time                | 700_             | <br> |
| A8000 | 4-05-01 | Chemist/Organic            |                  |      |
|       |         | - Straight Time            | 1,780_           | <br> |
| 0008B | 4-05-01 | Chemist/Organic            |                  |      |
|       |         | - Over Time                | 500_             | <br> |
| 0009A | 4-10-01 | Engineer/Chemical          |                  |      |
|       |         | - Straight Time            | 1,180_           | <br> |
| 0009B | 4-10-01 | Engineer/Chemical          |                  |      |
|       |         | - Over Time                | 500_             | <br> |
| 0010A | 4-15-01 | Engineer/Civil             |                  |      |
|       |         | - Straight Time            | 1,180_           | <br> |
| 0010B | 4-15-01 | Engineer/Civil             |                  |      |
|       |         | - Over Time                | 500_             | <br> |
| 0011A | 4-30-01 | Industrial Hygenist/Safety |                  |      |
|       |         | - Straight Time            | 4,720_           | <br> |
| 0011B | 4-30-01 | Industrial Hygenist/Safety |                  |      |
|       |         | - Over Time                | 500_             | <br> |
| 0012A | 5-20-01 | T&D Coordinator            |                  |      |
|       |         | - Straight Time            | 2 <b>,</b> 500_  | <br> |
| 0012B | 5-20-01 | T&D Coordinator            |                  |      |
|       |         | - Over Time                | 200_             | <br> |
|       |         |                            |                  |      |

| Equipment<br>CLIN | RCMS<br># | Item Description           | Estimated<br>Quantity<br>Days | Fixed<br>Daily<br>Rate | Total |
|-------------------|-----------|----------------------------|-------------------------------|------------------------|-------|
| 0013              | 1-09-10   | Car-Passenger              | 8,500                         | \$                     | \$    |
| 0014              |           | Truck-Pickup-2WD           | 3,500                         | \$                     | \$    |
| 0015              | 1-36-20   | Truck-Pickup-4WD           | 1,000                         | \$                     | \$    |
| 0016              | 1-54-30   | Van-Passenger              | 1,500                         | \$                     | \$    |
| 0017              | 2-10-10   | Trailer-Cargo-8 Ft         | 200                           | \$                     | \$    |
| 0018              | 2-60-10   | Trailer-Emergency Response | 200                           | \$                     | \$    |

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| 0019 | 3-01-10  | Backhoe-4x4, w/Extend-a-Hoe  | 300       | \$<br>\$ |
|------|----------|------------------------------|-----------|----------|
| 0020 | 3-20-25  | Truck-Stakebed, 2 Ton        | 250       | \$<br>\$ |
| 0021 | 3-95-10  | Uniloader w/bucket           | 200       | \$<br>\$ |
| 0022 | 4-01-20  | Safety/Monitor-Hnu (PID)     | 250       | \$<br>\$ |
| 0023 | 4-01-25  | Safety/Monitor - OVA (FID)   | 150       | \$<br>\$ |
| 0024 | 5-01-30  | Safety/Monitor-Combination P | ID/FID 90 | \$<br>\$ |
| 0025 | 5-01-40  | Gamma Radiation Meter        | 150       | \$<br>\$ |
| 0026 | 5-01-45  | Multi Gas Survey Meter       | 150       | \$<br>\$ |
| 0027 | 6-15-10  | Radio - Hand Held            | 4,500     | \$<br>\$ |
| 0028 | 6-15-20  | Cell Phone                   | 2,500     | \$<br>\$ |
| 0029 | 7-25-20  | Computer-Portable-PC         | 5,000     | \$<br>\$ |
| 0030 | 7-25-30  | Computer-Printer             | 5,000     | \$<br>\$ |
| 0031 | 7-25-40  | Copier                       | 5,000     | \$<br>\$ |
| 0032 | 7-25-50  | Facsimile Machine            | 5,000     | \$<br>\$ |
| 0033 | 8-51-05  | Generator - 5 KW             | 750       | \$<br>\$ |
| 0034 | 8-51-10  | Generator - 10 KW            | 375       | \$<br>\$ |
| 0035 | 9-53-30  |                              | 100       | \$<br>\$ |
| 0000 | 10 05 10 | (2500-5000psi)               |           |          |
| 0036 |          | Pump-Submersible-1.5 in.     | 75        | \$<br>Ş  |
| 0037 | 10-35-30 | Pump-Trash-2 in.             | 75        | \$<br>\$ |
| 0038 | Other Di | rect Costs                   |           | \$<br>\$ |
| 0039 | Material | Handling Charge              |           | \$<br>\$ |

# OPTION PERIOD II TOTAL

| \$ |  |  |  |  |
|----|--|--|--|--|
|    |  |  |  |  |
|    |  |  |  |  |

# OPTION PERIOD III

| OFFICE PER        | CIOD III  |                                | Estimated             | Fixed       |       |
|-------------------|-----------|--------------------------------|-----------------------|-------------|-------|
| Personnel<br>CLIN | RCMS<br># | Item Description               | Quantity<br>Man/Hours | Hourly      | Total |
|                   |           |                                |                       |             |       |
| 0001A             | 1-05-01   | Response Manager               |                       |             |       |
|                   |           | - Straight Time                | _ 15,000_             |             |       |
| 0001B             | 1-05-01   | Response Manager               |                       |             |       |
|                   |           | - Over Time                    | 1,180_                | - <u></u> - |       |
| 0002A             | 1-10-01   |                                |                       |             |       |
|                   |           | - Straight Time                | 20,000_               | - <u></u> - | ·     |
| 0002B             | 1-10-01   |                                | 2 260                 |             |       |
| 0003A             | 2-05-01   | - Over Time Equipment Operator | 2,360_                |             |       |
| 0003A             | 2-05-01   | - Straight Time                | 15,000                |             |       |
| 0003B             | 2-05-01   |                                |                       |             |       |
|                   |           | - Over Time                    | 3,540                 |             |       |
| 0004A             | 2-10-01   | Field Clerk/Typist             |                       |             |       |
|                   |           | - Straight Time                | 20,000_               |             |       |
| 0004B             | 2-10-01   | . 11                           |                       |             |       |
| 0005-             | 0 00 01   | - Over Time                    | 5,900_                |             |       |
| 0005A             | 2-03-01   | ±                              | 100 000               |             |       |
| 0005B             | 2-03-01   | - Straight Time                | _100,000_             |             |       |
| 00036             | 2-03-01   | Cleanup Technician - Over Time | 25,000                |             |       |
|                   |           | - Over Time                    | 23,000_               |             |       |

| 0006A | 2-20-01 | Truck Driver               |                 |      |
|-------|---------|----------------------------|-----------------|------|
|       |         | - Straight Time            | 500_            | <br> |
| 0006B | 2-20-01 |                            |                 |      |
|       |         | - Over Time                | 250_            | <br> |
| 0007A | 3-07-01 | Chemical Technician        |                 |      |
|       |         | - Straight Time            | 3 <b>,</b> 540_ | <br> |
| 0007B | 3-07-01 | Chemical Technician        |                 |      |
|       |         | - Over Time                | 700_            | <br> |
| A8000 | 4-05-01 | Chemist/Organic            |                 |      |
|       |         | - Straight Time            | 1,780_          | <br> |
| 0008B | 4-05-01 | Chemist/Organic            |                 |      |
|       |         | - Over Time                | 500_            | <br> |
| 0009A | 4-10-01 | Engineer/Chemical          |                 |      |
|       |         | - Straight Time            | 1,180_          |      |
| 0009B | 4-10-01 | Engineer/Chemical          |                 |      |
|       |         | - Over Time                | 500_            |      |
| 0010A | 4-15-01 | Engineer/Civil             |                 |      |
|       |         | - Straight Time            | 1,180           |      |
| 0010B | 4-15-01 | Engineer/Civil             |                 |      |
|       |         | - Over Time                | 500             |      |
| 0011A | 4-30-01 | Industrial Hygenist/Safety |                 |      |
|       |         | - Straight Time            | 4,720           |      |
| 0011B | 4-30-01 | Industrial Hygenist/Safety |                 |      |
|       |         | - Over Time                | 500             |      |
| 0012A | 5-20-01 | T&D Coordinator            |                 |      |
|       |         | - Straight Time            | 2,500_          |      |
| 0012B | 5-20-01 | T&D Coordinator            |                 |      |
|       |         | - Over Time                | 200_            | <br> |
|       |         |                            |                 |      |

| Equipment<br>CLIN | RCMS<br># | Item Description                  | Estimated<br>Quantity<br>Days | Fixed<br>Daily<br>Rate | Total |
|-------------------|-----------|-----------------------------------|-------------------------------|------------------------|-------|
| 0013              | 1-09-10   | Car-Passenger                     | 8 <b>,</b> 500                | \$                     | \$    |
| 0014              | 1-36-10   | Truck-Pickup-2WD                  | 3,500                         | \$                     | \$    |
| 0015              | 1-36-20   | Truck-Pickup-4WD                  | 1,000                         | \$                     | \$    |
| 0016              | 1-54-30   | Van-Passenger                     | 1,500                         | \$                     | \$    |
| 0017              | 2-10-10   | Trailer-Cargo-8 Ft                | 200                           | \$                     | \$    |
| 0018              | 2-60-10   | Trailer-Emergency Response        | 200                           | \$                     | \$    |
| 0019              | 3-01-10   | Backhoe-4x4, w/Extend-a-Hoe       | 300                           | \$                     | \$    |
| 0020              | 3-20-25   | Truck-Stakebed, 2 Ton             | 250                           | \$                     | \$    |
| 0021              | 3-95-10   | Uniloader w/bucket                | 200                           | \$                     | \$    |
| 0022              | 4-01-20   | Safety/Monitor-Hnu (PID)          | 250                           | \$                     | \$    |
| 0023              | 4-01-25   | Safety/Monitor - OVA (FID)        | 150                           | \$                     | \$    |
| 0024              | 5-01-30   | Safety/Monitor-Combination PID/FI | D 90                          | \$                     | \$    |
| 0025              | 5-01-40   | Gamma Radiation Meter             | 150                           | \$                     | \$    |
| 0026              | 5-01-45   | Multi Gas Survey Meter            | 150                           | \$                     | \$    |
| 0027              | 6-15-10   | Radio - Hand Held                 | 4,500                         | \$                     | \$    |
| 0028              | 6-15-20   | Cell Phone                        | 2,500                         | \$                     | \$    |
| 0029              | 7-25-20   | Computer-Portable-PC              | 5,000                         | \$                     | \$    |
| 0030              | 7-25-30   | Computer-Printer                  | 5,000                         | \$                     | \$    |

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| 0031 | 7-25-40 Copier             | 5,000           | \$<br>\$ |
|------|----------------------------|-----------------|----------|
| 0032 | 7-25-50 Facsimile Machine  | e 5,000         | \$<br>\$ |
| 0033 | 8-51-05 Generator - 5 KW   | 750             | \$<br>\$ |
| 0034 | 8-51-10 Generator - 10 KV  | W 375           | \$<br>\$ |
| 0035 | 9-53-30 Water Laser-Mediu  | um Pressure 100 | \$<br>\$ |
|      | (2500-5000psi)             |                 | <br>     |
| 0036 | 10-25-10 Pump-Submersible- | -1.5 in. 75     | \$<br>\$ |
| 0037 | 10-35-30 Pump-Trash-2 in.  | 75              | \$<br>\$ |
| 0038 | Other Direct Costs         |                 | \$<br>\$ |
| 0039 | Material Handling Charge   |                 | \$<br>\$ |

# OPTION PERIOD III TOTAL

| \$ |  |  |  |
|----|--|--|--|
|    |  |  |  |

# OPTION PERIOD IV

| OPTION PER        | KIOD IV   |                                    | Estimated             | Fixed          |       |
|-------------------|-----------|------------------------------------|-----------------------|----------------|-------|
| Personnel<br>CLIN | RCMS<br># | Item Description                   | Quantity<br>Man/Hours | Hourly<br>Rate | Total |
|                   |           |                                    |                       |                |       |
| 0001A             | 1-05-01   |                                    |                       |                |       |
| 00015             | 1 05 01   | - Straight Time                    | _ 15,000_             |                |       |
| 0001B             | 1-05-01   | Response Manager - Over Time       | 1,180                 |                |       |
| 0002A             | 1-10-01   | Foreman                            | 1,100_                |                |       |
| 000211            | 1 10 01   | - Straight Time                    | 20,000                |                |       |
| 0002B             | 1-10-01   | Foreman                            |                       |                |       |
|                   |           | - Over Time                        | 2,360_                |                |       |
| 0003A             | 2-05-01   | Equipment Operator                 |                       |                |       |
|                   |           | - Straight Time                    | 15 <b>,</b> 000_      |                |       |
| 0003B             | 2-05-01   | Equipment Operator                 |                       |                |       |
| 00047             | 0 10 01   | - Over Time                        | 3,540_                |                |       |
| 0004A             | 2-10-01   | Field Clerk/Typist - Straight Time | 20,000                |                |       |
| 0004B             | 2-10-01   | Field Clerk/Typist                 | 20,000_               |                |       |
| 00015             | 2 10 01   | - Over Time                        | 5,900                 |                |       |
| 0005A             | 2-03-01   | Cleanup Technician                 | ,                     |                |       |
|                   |           | - Straight Time                    | _100,000_             |                |       |
| 0005B             | 2-03-01   | <u> </u>                           |                       |                |       |
|                   |           | - Over Time                        | 25 <b>,</b> 000_      |                |       |
| 0006A             | 2-20-01   | Truck Driver                       | 500                   |                |       |
| 0006B             | 2-20-01   | - Straight Time<br>Truck Driver    | 500_                  |                |       |
| 00000             | 2-20-01   | - Over Time                        | 250                   |                |       |
| 0007A             | 3-07-01   |                                    | 250_                  |                |       |
| 0 0 0 7 11        | 0 0, 01   | - Straight Time                    | 3,540                 |                |       |
| 0007B             | 3-07-01   |                                    | ,                     |                |       |
|                   |           | - Over Time                        | 700_                  |                |       |
| A8000             | 4-05-01   |                                    |                       |                |       |
|                   |           | - Straight Time                    | 1,780_                |                |       |
| 0008B             | 4-05-01   | Chemist/Organic                    |                       |                |       |

|       |         | - Over Time                | 500             |      |
|-------|---------|----------------------------|-----------------|------|
| 0009A | 4-10-01 | Engineer/Chemical          |                 |      |
|       |         | - Straight Time            | 1,180_          | <br> |
| 0009B | 4-10-01 | 5 ,                        |                 |      |
|       |         | - Over Time                | 500_            | <br> |
| 0010A | 4-15-01 | Engineer/Civil             |                 |      |
|       |         | - Straight Time            | 1,180_          | <br> |
| 0010B | 4-15-01 | Engineer/Civil             |                 |      |
|       |         | - Over Time                | 500_            | <br> |
| 0011A | 4-30-01 | Industrial Hygenist/Safety |                 |      |
|       |         | - Straight Time            | 4,720_          | <br> |
| 0011B | 4-30-01 | Industrial Hygenist/Safety |                 |      |
|       |         | - Over Time                | 500_            | <br> |
| 0012A | 5-20-01 | T&D Coordinator            |                 |      |
|       |         | - Straight Time            | 2 <b>,</b> 500_ | <br> |
| 0012B | 5-20-01 | T&D Coordinator            |                 |      |
|       |         | - Over Time                | 200_            | <br> |
|       |         |                            |                 |      |

| Equipment<br>CLIN | RCMS<br># | Item Description                           | Estimated<br>Quantity<br>Days | Fixed<br>Daily<br>Rate | Total |
|-------------------|-----------|--|-------------------------------|------------------------|-------|
| 0013              | 1-09-10   | Car-Passenger                              | 8 <b>,</b> 500                | \$                     | \$    |
| 0014              | 1-36-10   | Truck-Pickup-2WD                           | 3 <b>,</b> 500                | \$                     | \$    |
| 0015              | 1-36-20   | Truck-Pickup-4WD                           | 1,000                         | \$                     | \$    |
| 0016              | 1-54-30   | Van-Passenger                              | 1,500                         | \$                     | \$    |
| 0017              | 2-10-10   | Trailer-Cargo-8 Ft                         | 200                           | \$                     | \$    |
| 0018              | 2-60-10   | Trailer-Emergency Response                 | 200                           | \$                     | \$    |
| 0019              | 3-01-10   | Backhoe-4x4, w/Extend-a-Hoe                | 300                           | \$                     | \$    |
| 0020              | 3-20-25   | Truck-Stakebed, 2 Ton                      | 250                           | \$                     | \$    |
| 0021              | 3-95-10   | Uniloader w/bucket                         | 200                           | \$                     | \$    |
| 0022              | 4-01-20   | Safety/Monitor-Hnu (PID)                   | 250                           | \$                     | \$    |
| 0023              | 4-01-25   | Safety/Monitor - OVA (FID)                 | 150                           | \$                     | \$    |
| 0024              | 5-01-30   | Safety/Monitor-Combination PID             | )/FID 90                      | \$                     | \$    |
| 0025              | 5-01-40   | Gamma Radiation Meter                      | 150                           | \$                     | \$    |
| 0026              | 5-01-45   | Multi Gas Survey Meter                     | 150                           | \$                     | \$    |
| 0027              | 6-15-10   | Radio - Hand Held                          | 4,500                         | \$                     | \$    |
| 0028              | 6-15-20   | Cell Phone                                 | 2 <b>,</b> 500                | \$                     | \$    |
| 0029              | 7-25-20   | Computer-Portable-PC                       | 5 <b>,</b> 000                | \$                     | \$    |
| 0030              | 7-25-30   | Computer-Printer                           | 5 <b>,</b> 000                | \$                     | \$    |
| 0031              | 7-25-40   | Copier                                     | 5 <b>,</b> 000                | \$                     | \$    |
| 0032              | 7-25-50   | Facsimile Machine                          | 5 <b>,</b> 000                | \$                     | \$    |
| 0033              | 8-51-05   | Generator - 5 KW                           | 750                           | \$                     | \$    |
| 0034              | 8-51-10   | Generator - 10 KW                          | 375                           | \$                     | \$    |
| 0035              | 9-53-30   | Water Laser-Medium Pressure (2500-5000psi) | 100                           | \$                     | \$    |
| 0036              | 10-25-10  | Pump-Submersible-1.5 in.                   | 75                            | \$                     | \$    |
| 0037              | 10-35-30  | Pump-Trash-2 in.                           | 75                            | \$                     | \$    |
| 0038              | Other Di  | rect Costs                                 |                               | \$                     | \$    |
| 0039              | Material  | Handling Charge                            |                               | \$                     | \$    |

### OPTION PERIOD IV TOTAL

| \$ |  |  |  |  |
|----|--|--|--|--|
|    |  |  |  |  |

The rate, or rates, set forth above cover all expenses, including program management, report preparation, clerical support, salaries, background checks, drug testing, profit and all indirect costs such as, overhead and general and administrative expenses for personnel and contractor-owned equipment.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the Project Officer. If work under a task order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under that task order at the rate in effect for the period in which the work is performed. If work under a task order extends past the last period of the contract, the last period's rates shall remain in effect for the duration of the task order.

Personnel time vouchered shall be only that time expended in a productive effort as specifically ordered by individual task orders. Time spent in travel shall not be an allowable direct charge to this contract at any time including mobilization and demobilization to and from the site. Therefore, the contractor shall not bill the government at the fixed rates shown above for time spent in travel. Travel expenses (i.e., transportation costs, per diem, etc.,) are allowable in accordance with clause B.4(C)"FIXED RATES FOR LABOR AND EQUIPMENT, AND OTHER DIRECT COSTS" - TRAVEL.

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders. .

2. The Section L clause entitled "INSTRUCTIONS CONCERNING THE ESTIMATED OUANTITIES IN CLAUSE B.1" has been added. The text is as follows:

# NOTE: (CURRENTLY EPA IS REQUESTING COST PROPROSALS FOR THE SMALL BUSINESS PORTION ONLY.)

The estimated quantities for labor and equipment shown in B.1 represents EPA's total estimated requirements. EPA expects to award two contracts for the entire requirement. One contract award is set aside for a small business. After EPA orders the minimum amount specified in each contract, each contractor will be given a fair opportunity to compete for additional orders. If a small business wishes to compete for both contracts, it should submit two separate cost proposals each of which is based on 50% of the maximum estimated quantities in B1.

3. The Section L clause entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION" has been modified. The text is as follows:

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical

standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

- (a) Technical proposal instructions.
- (1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.
  - (2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see clause M.3 "Evaluation Factors for Award"). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard  $8.5" \times 11"$  paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed  $11" \times 17"$ . "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall not be printed reduced in size.

#### A. MANAGEMENT

### 1. MANAGEMENT APPROACH

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how these items will be made available (including the mobilization point(s) of response crews and equipment) at any location in New York and New Jersey within the response time limits specified elsewhere in this Request for Proposal (RFP). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, on-site, within the response time limits.

Offerors shall describe their management structure for managing all work and coordinating all activities with the EPA.

Offeror shall describe their approach for identifying and conducting training for in-house and subcontractor personnel.

The offeror shall present a corporate health and safety program for protecting all employees working on this contract and its approach for implementing the program. The offeror shall demonstrate how the program will affect the number of personnel on scene, given OSHA requirements for initial entry and for temperature extremes.

# 2. COST CONTROL

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the preparation of EPA Form 1900-55, Contractor Daily Cost Reports as described in clause  ${\bf F.4}$  and purchasing of materials. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55. Offerors shall present their proposed method for estimating costs during work plan development.

The offeror shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the SOW, including examples of cost control techniques utilized in these efforts.

### 3. SUBCONTRACT MANAGEMENT

The offeror shall identify any and all subcontractors proposed as part of their technical approach to accomplish the statement of work and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization.

The offeror shall demonstrate it's competence to perform subcontractor management including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall demonstrate their working arrangement (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, transportation and disposal.

## 4. EQUIPMENT

Offerors must demonstrate that they can provide sufficient quantities of all the response equipment and materials listed in Section B to perform cleanup services for, at a minimum, ten (10) concurrent removal actions in New York and New Jersey.

Offerors shall demonstrate how they will comply with state and local transportation permits and labeling regulations required for transporting response vehicles and equipment (e.g., height and weight restrictions, reagent labeling and any other requirements).

### 5. REGULATORY COMPLIANCE

Offerors will demonstrate their understanding of the "Applicable or Relevant and Appropriate Requirements" (ARAR's) that must be addressed during removals under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Re-authorization Act (SARA). The discussion should include technical and procedural requirements and contracting and subcontracting requirements. In addition, the discussion should include the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Policy.

### 6. QUALITY ASSURANCE

Offerors will demonstrate how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

The offeror shall submit a detailed outline of a Quality Assurance (QA) program plan which fully describes the commitment of their management for ensuring that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall indicate the expected time requirements from submission of samples to return of analysis reports ("turnaround time").

Offerors submission of sample QA project plans for SAMPLE WORK PLANS 1 and 2, listed in Section D below, shall include a discussion of the following:

QA program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.

#### B. PAST PERFORMANCE INFORMATION

- (1) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$250,000) proposed subcontractors. Offerors are encouraged to submit this information prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.
- (2) Offerors shall submit a list of 5 contracts and/or subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, and complexity to that which is detailed in the RFP. Include the following information for each contract and subcontract:
  - (a) Name of contracting activity.
  - (b) Contract number.
  - (c) Total contract value.
  - (d) Contract type.
  - (e) Period of performance.
  - (f) Brief description and location of the work.
  - (g) Contracting officer and telephone number.
  - (h) Program manager and telephone number.
  - (i) Contracting Officer's Technical Representative and telephone number.
  - (j) List of major (over \$250,000) subcontractors (if applicable).
- (3) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
  - (4) If no response is received from a reference, the Government will make an

attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by references and may also consider information obtained from other sources when evaluating an offeror's past performance.

- (5) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance history. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.
- (6) Offerors must send Client Authorization Letters (see **Section J** of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. **The offeror shall forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references**.
- (7) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.
  - (a) Identify the segment of the company (one division or the entire company) which received the award or certification.
  - (b) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (8) The Contracting Officer will retain the information collected on past performance in the official contract file.

#### C. PERSONNEL RESOURCES

### 1. PROGRAM MANAGER (KEY PERSONNEL)

The offeror shall present a description of the persons proposed to fill the position of Program Manager, which shall include alternates. The description shall contain a resume describing his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the position as set forth in Attachment 5 of the RFP.

### 2. RESPONSE MANAGERS (KEY PERSONNEL)

Offerors must demonstrate that they will have sufficient qualified Response Managers to provide cleanup services for, at a minimum, ten (10) concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 4 of the RFP. Resumes shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-scene

technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the following information in a "labor availability matrix" - Response Manager, employee name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage when the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience actually spent on site.

#### 3. AVAILABILITY OF RESPONSE PERSONNEL

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline.

### D. SAMPLE WORK PLANS

The Offeror shall prepare sample work plans for the two removal scenarios that follow. Each sample work plan shall describe:

- (1) Your approach to both short and long term responses, including a description of the technical methods, management approach and analytical needs;
- (2) Your labor, equipment and materials and amounts of each required to implement your approach;
- (3) Your site safety plan, including decontamination procedures and emergency procedures;
- (4) Your stabilization, treatment and/or disposal approach and implementation procedures;
  - (5) Your subcontracting needs and procedures to solicit and award subcontracts;
  - (6) Your cost control procedures;
- (7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;
- (8) Sample QA project plans for each Scenario (the plans will be evaluated as part of Criteria A.6, Quality Assurance.
  - (9) Any assumptions or inferences you've made;
  - (10) Your pertinent experience, briefly.

### **REMOVAL SCENARIOS:**

### Scenario #1 :

On October 15, 2003, at least 100,000 gallons of an unknown mixture of toxic chemicals exploded in the Rochester, NY suburb of Henrietta, after a fire broke out at a "waste collection/recycling" facility. The Henrietta Fire Deptartment said the fire was reported at the facility on Hylan Drive about 10:00 p.m. When firefighters arrived about four minutes later, heavy smoke was pouring from the building, and the three employees known to be working inside the building were outside and uninjured. The fire forced the evacuation of a nearby subdivision

The New York State Department of Environmental Conservation (NYSDEC) requested assistance from the EPA.

The facility did not maintain a daily inventory of chemicals accessible to first responders. As a result, firefighters used thousands of gallons of water, instead of foam, to put out the blaze. As drums of chemicals exploded into the adjoining neighborhood, volunteer firefighters worked in the smoke with protective apparatus.

The company had piled up 2250 drums of assorted chemicals. Efforts to control the blaze were hindered by the terrible conditions in the overstocked yard. Only tiny corridors existed between stacks of barrels. Exposed power lines hung just inches above the drums' height. The 12,500-square-foot building did not have an automatic fire suppression system and was built before code required it.

Despite the presence of the company owner at the "incident management" center, firefighters were unaware of what chemicals they were dealing with until early on October 16, 2003. The information was provided by the senior health and environment official from the facility. The inventory contained a nightmare list of 50 chemicals stored on the site, in alphabetical order from acetone to xylene. The biggest proportion of chemicals was perchloroethylene (PCE). Others included low-level radioactive waste, hydrochloric acid and mercury. Heated PCE creates mustard gas, which, along with other poisonous gases, blew through Henrietta, remaining in the air for an unknown period of time.

After receiving the information, firefighters began hosing down people in the vicinity. The NYSDEC responded to a nearby high school, 500 yards away, where polluted water had pooled just outside the fence. The school was closed for the night and no one was on site. The school was ordered to remain closed pending a cleanup.

The New York State Thruway is located 200 yards from the site. While the Thruway was not shut down, the toll booth personnel at the Route 390 interchange were evacuated and Route 390 was closed between Exits 12 and 14.

Seven area fire departments finally brought the blaze under control about 7:30 a.m. on October 16, 2003, and the highway was reopened shortly before that. During the blaze, firefighters used soil and booms in an unsuccessful attempt to contain the water from their hoses on site. Both the contaminated water and soil will probably have to be removed.

Immediately after the fire, the NYSDEC observed casually dressed employees from the facility "decontaminating" nearby properties with high-pressure steam hoses and collecting chemical drums that had blown off the site. The NYSDEC stopped the impromptu cleanup. One worker was hospitalized for chemical exposure.

### Scenario #2 :

At 10:00 AM on Sunday, the day before Memorial Day, the Fire Department of the City of New York (FDNY) and the New York City Police Department (NYPD) responded to a report of an explosion somewhere near the Brooklyn Bridge in Brooklyn, New York. Upon arrival at the scene, responders found smoke coming from what was thought to be an abandoned warehouse. The warehouse takes up the entire city block. The FDNY made entry into the building, but exited after two members of the initial entry team began feeling dizzy. Shortly after exiting, the two firefighters were transported to the nearest emergency room, both exhibiting symptoms that included dizziness, headache, muscle spasms, weakness and vomiting.

The remaining members of the FDNY initial entry team reported that after entering the building they discovered a large open area approximately 100' X 200' in size. The room contained 20 - 30 steel barrels and 20 - 30 plastic and glass laboratory sized containers. The containers ranged in size from 5 to 55 gallons. Some of the containers had been compromised by the explosion and the team noticed pools of a yellowish liquid on the floor and spattered over the walls of the warehouse. Labels on several of the containers indicated that there were poisons, flammable materials and corrosive materials in them. Several of the 55 gallon drums were labeled as pesticides and information recorded from partial labels suggest that these may be organo-phosphate. The FDNY team also reported seeing some sort of equipment in a smaller area adjacent to the room containing the drums. The team believed that the small room appeared to be a make shift laboratory. The lab area seems to be the location of the explosion.

The building and surrounding area has been secured by law enforcement. They believe that the explosion was accidental and resulted from terrorists attempting to develop crude chemical and biological weapons. Law enforcement believes that the explosion occurred during the fabrication of an agent dispersal device.

It has been reported that the city is receiving a high volume of 911 calls from residents near the explosion area. Callers are reporting a pungent odor. Several have been taken to hospitals in the area with symptoms similar to those of the two hospitalized firefighters.

EPA On-Scene Coordinators have arrived at the scene. The FDNY has requested EPA assistance.

For the purposes of this scenario, EPA and its contractors will operate independently of one another and receive no support from any other agency or organization.

### (b) Cost or pricing proposal instructions:

# FIXED LABOR RATES:

Offerors shall list fixed hourly rates for all categories of labor and for all periods listed in clause B.1. The rate, or rates, set forth above cover all

expenses, including program management, report preparation, clerical support, salaries, background checks, drug testing, profit and all indirect costs such as, overhead and general and administrative expenses for personnel and contractor-owned equipment.

In addition, time in travel is not an allowable direct charge to this contract, therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site, your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime. If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

#### Clause B.1

Heavy Equipment Operator
Cleanup Technician
Chemical Technician
Truck Driver
Field Clerk/Typist

### **DOL Wage Determinations**

Heavy Equipment Operator #23440 Laborer #23470 Environmental Technician #29090 Truck Driver, Heavy Truck #31363 General Clerk IV #01118

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for years 2 through 5. Fixed rates for all other categories of labor may be escalated.

### FIXED EQUIPMENT RATES:

Offerors shall list fixed daily rates for all categories of equipment for all periods listed in clause B. 1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment, including transportation of the equipment to and from the site. Offerors must propose a rate for each and every category of equipment in order to be considered for award. The fixed daily rate shall apply to all equipment whether owned or rented.

### OTHER DIRECT COSTS:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in clause B.1. Such efforts typically include, but are not limited to: Subcontracting, Transportation and Disposal, Miscellaneous ODCs, Miscellaneous Equipment (not included in fixed equipment schedule), and Travel and Subsistence. See clause L.15.

### MATERIAL HANDLING COST:

For the purposes of this contract, any material handling cost will apply to the Other Direct Costs (ODCs). If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall

not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in clause B.1. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. If proposed, please provide an explanation and support of the rate as part of your price proposal.

### GENERAL PRICING PROPOSAL INSTRUCTIONS:

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

- 1. Submit cost or pricing information in your own format.
  - (i) The contract schedule includes a "Fixed Rates for Services" clause, therefore, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.
  - (ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- 2. Direct Labor Indicate which rates have been escalated for periods 2 through 5. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
  - 3. Indirect costs material handling cost.
    - (i) If your rate has been recently approved, include a copy of the rate agreement.
    - (ii) Submit supporting documentation for rates which have not been approved or audited.
- 4. The Section L clause entitled "EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)" has been modified. The text is as follows:

For evaluation purposes, offerors shall propose the amounts of \$7,650,000 for ODCs as indicated in L.23 Multiple Awards. (This figure is exclusive of Material Handling Costs.) The ODC Breakdown (based on historical data on three (3) sites on the current contract), is as follows:

| Transportation and | Disposal 12 | 2 응 |
|--------------------|-------------|-----|
| Subcontracts       | 34          | 4 응 |
| Travel             | 36          | 6응  |
| Equipment          |             | 9%  |

 $\begin{array}{c} \text{Miscellaneous ODCs} & \underline{9\$} \\ \text{Total} & 100\$ \end{array}$ 

5. The Section L clause entitled "IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)" has been modified. The text is as follows:

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 50%

- (b) 8(a) Program: Not Applicable
- 6. The Section L clause entitled "MULTIPLE AWARDS" has been modified. The text is as follows:

In accordance with FAR 16.504(c), *Multiple Award Preference*, it is the Government's intention to award two contracts as a result of this solicitation. One contract is undetermined. A second contract will be awarded based upon competition restricted to small businesses. Small business firms may submit offers on either the set-aside or undetermined portions of the solicitation or both, but may not receive both awards. For small businesses proposing on the small business set-aside contract, the price proposal shall be based upon 50% of the Government's total requirements as set forth in Clause B.1. Small business offerors proposing on both contracts need submit only one technical proposal, but must provide two separate price proposals.

Clause B.7, Minimum and Maximum Amounts, will reflect minimums of \$250,000 per each contract period for each of the two contracts to be awarded as a result of this solicitation: The maximum potential amounts will be different for each contract and will be determined as follows:

The undetermined contract will reflect a maximum potential amount based on the successful offeror's proposed fixed rates times one half the estimated amounts contained in Clause B.1, plus one half the amount given for Other Direct Costs and any applicable material handling charges.

The contract to be awarded as a result of the small business set-aside will reflect a maximum potential amount based on the successful offeror's proposed fixed rates times one half the estimated amounts contained in Clause B.1, plus the amount given for Other Direct Costs and any applicable material handling charges.

No single offeror may receive more than one award.

If the successful offeror for the undetermined contract is a small business concern, then the Government reserves the right to award that contract at the same estimated quantities of labor, equipment and Other Direct Costs as the small business setaside award.

7. The Section M clause entitled "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)" has been modified. The text is as

#### follows:

- (a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.
  - (b) Technical Evaluation Criteria:

The following Technical Evaluation Criteria will be used to evaluate the technical proposals.

#### TECHNICAL EVALUATION SUMMARY:

#### A. MANAGEMENT

| 1.<br>2.<br>3.<br>4.<br>5. | Management Approach Cost Control Subcontract Management Equipment Regulatory Compliance Quality Assurance  | 5<br>5<br>5<br>5 | Points<br>Points<br>Points<br>Points<br>Points |
|----------------------------|--|------------------|--|
| В.                         | PAST PERFORMANCE   | 15               | Points   |
| С.                         | PERSONNEL RESOURCES  |                  |  |
|                            | <ol> <li>Program Manager</li> <li>Response Managers</li> <li>Availability of Response Personnel</li> </ol> | 10               | Points<br>Points<br>Points                     |
| D.                         | SAMPLE WORK PLANS  | 30               | Points   |
|                            |  | Total 100        | Points   |

### A. MANAGEMENT

### 1. Management Approach (5 Points)

Offerors shall demonstrate the effectiveness of their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B for performing the Statement of Work. The offeror's demonstrated training program, corporate Health and Safety Program, and their methods for ensuring that all work under this contract complies with all applicable federal, State and local safety and environmental laws and regulations, as they apply to the Statement of Work, will also be evaluated.

# 2. Cost Control (5 Points)

Offerors shall demonstrate their relevant (financial) corporate experience and ability to provide a financial information system capable of planning, estimating, tracking, reporting and invoicing all expenditures of labor, equipment and materials by site. Offerors will also be evaluated on their procedures for reconciling EPA

Form 1900-55s with their financial information system.

# 3. Subcontract Management (5 Points)

Offerors shall demonstrate the methods they propose to effectively secure and manage subcontractors and the extent to which their proposed subcontractor utilization can successfully fulfill the requirements of the proposed contract.

### 4. Equipment (5 Points)

Offerors shall demonstrate how they propose to provide, transport and manage equipment to successfully fulfill the requirements of the proposed contract.

### 5. Regulatory Compliance (5 Points)

Offerors shall demonstrate their understanding of the applicable CERCLA, SARA and RCRA regulatory requirements pertaining to the Statement of Work.

### 6. Quality Assurance (5 Points)

Offerors shall be evaluated on their demonstration of how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

# B. PAST PERFORMANCE (15 Points)

Offerors shall be evaluated on performance under existing and prior contracts/subcontracts for services similar in scope, magnitude and complexity to this requirement. The evaluation shall focus on information that demonstrates quality of performance relative to the size and complexity of the procurement proposed under this RFP and shall include an assessment of the following equally weighted sub-factors (See Attachment 12 - Past Performance Questionnaire):

Quality of services delivered,
Effectiveness of your management (including subcontractor management),
Initiative displayed in meeting contract requirements,
Timeliness of performance,
Cost control,
Business practices;
Customer satisfaction, and
Timeliness of performance

Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

If negative feedback is received from a reference, the offeror will be provided the opportunity to address the performance issue.

Offerors with no relevant past performance history or for whom information on past performance is not available, will be evaluated neither favorably or unfavorably on past performance.

Past Performance information will be used for both responsibility determinations and

as an evaluation factor for award against which offerors' relative rankings will be compared to assure the best value to the Government. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

### C. PERSONNEL RESOURCES

### 1. Program Manager (Key Personnel) (10 Points)

Offerors shall demonstrate the quality and depth of expertise/experience of their proposed Program Managers as it relates to the responsibilities listed in Attachment 1

### 2. Response Managers (Key Personnel) (Total 10 Points)

Offerors shall demonstrate the quality and depth of expertise/experience of their proposed Response Managers as it relates to the responsibilities listed in the Performance-Based Statement of Objectives for Emergency and Rapid Response Services (Attachment 1) and the Offeror's demonstrated ability to provide a sufficient number of qualified Response Managers to perform cleanup services for, at a minimum, ten (10) concurrent removal actions.

# 3. Availability of Response Personnel (Non-Key Personnel) (5 Points)

Offerors shall be evaluated on their demonstrated ability to provide sufficient qualified response personnel for, at minimum, ten (10) concurrent removal actions in the Region.

### D. SAMPLE WORK PLANS (15 Points each - Total 30 Points)

Offerors shall be evaluated on their demonstrated understanding of hazardous substance on-site response situations by describing their proposed managerial and technical approach in dealing with the sample scenarios located in Section L.

# (c) Evaluation of Cost/Price:

The evaluation methodology described below shall constitute the method used to evaluate an offeror's cost/price for purposes of contract award:

The figures entered Clause B.1 as "BASE PERIOD TOTAL, OPTION PERIOD I TOTAL, OPTION PERIOD I TOTAL, OPTION PERIOD II TOTAL, AND OPTION PERIOD IV TOTAL will be added together (the total for the five periods of performance) to comprise the offeror's price for evaluation purposes.